

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA
PHILADELPHIA DIVISION**

IN RE:

Joshua P. Wark

Debtor(s)

Case No: 18-14391-mdc

Chapter 13

NOTICE OF TEMPORARY FORBEARANCE

Bankruptcy Court Claim #: 3 amended 3-2

Date of Filing: July 31, 2018 (Amended May 16, 2019)

Effective Date of Forbearance: July 1, 2020 – September 30, 2020

Quicken Loans, LLC formerly known as (FKA) Quicken Loans Inc. (“Creditor”) hereby provides notice that due to a recent financial hardship resulting directly or indirectly from the COVID-19 emergency the Debtors have requested, and Creditor has provided, a temporary suspension of mortgage payments (“Temporary Forbearance”).

During this short-term relief, all terms and provisions of the mortgage note and security instrument, other than the payment obligations, will remain in full force and effect.

NOTE: The Temporary Forbearance does not forgive any indebtedness; it only suspends the date that such indebtedness must be paid.

Creditor does not waive any rights upon expiration of the Temporary Forbearance with respect to any remaining delinquency, including the right to seek relief from the automatic stay for nonpayment of the post-petition monthly installments or for reasons other than non-payment of the post-petition monthly installments, including, but not limited to, a lack of payment for required escrow items such as hazard insurance and real estate taxes. Creditor does not waive any rights to collect any and all payments that may come due during the Temporary Forbearance period after the expiration of the Temporary Forbearance.

Creditor is using Official Form 410S1 in accordance with Miscellaneous Order No. 20-3007, entered April 22, 2020. This use of Official Form 410S1 in this context does not imply or indicate that a payment change is occurring or has occurred on the Debtor’s account, nor does the use of Official Form 410S1 in this context imply or indicate that the provisions of Federal Rule of Bankruptcy Procedure 3002.1 apply to this filing.

Nothing in the Temporary Forbearance or in this Notice shall constitute a waiver of Creditor's rights under the terms of the mortgage note and security instrument, the Bankruptcy Code or applicable non-bankruptcy laws and regulations, including, but not limited to, the Real Estate Settlement Procedures Act. Creditor expressly retains the right to collect any post-petition escrow shortage.

By: /s/Daniel P. Jones
Daniel P. Jones
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Counsel for Creditor

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CERTIFICATE OF SERVICE

I certify that on July 30, 2020, I caused to be served a true and correct copy of the above Notice of Temporary Forbearance upon registered recipients via the Court's ECF system. In the event the debtor(s) is/are pro se, a paper copy of the Notice is being mailed to the debtor's address on file with the Court.

Joseph L Quinn
152 E. High Street
Suite 100
Pottstown, PA 19464
CourtNotices@sjr-law.com
Counsel for Debtor

William C. Miller, Esq.
P.O. Box 1229
Philadelphia, PA 19105
ecfemails@ph13trustee.com
Bankruptcy Trustee

U.S. Trustee
Office of the U.S. Trustee
200 Chestnut Street
Suite 502
Philadelphia, PA 19106
USTPRegion03.PH.ECF@usdoj.gov
US Trustee

and by standard first-class mail postage prepaid
to:

Joshua P. Wark
2265 Kimberton Rd
Phoenixville, PA 19460-4747
Debtor(s)

By: /s/Daniel P. Jones
Daniel P. Jones
Bar No: 321876
djones@sterneisenberg.com
Counsel for Creditor

Fill in this information to identify the case:

Debtor 1 Joshua P. Wark

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: Eastern District of Pennsylvania (State)

Case number 18-14391-mdc

Official Form 410S1

Notice of Mortgage Payment Change

12/15

If the debtor's plan provides for payment of postpetition contractual installments on your claim secured by a security interest in the debtor's principal residence, you must use this form to give notice of any changes in the installment payment amount. File this form as a supplement to your proof of claim at least 21 days before the new payment amount is due. See Bankruptcy Rule 3002.1.

Name of creditor: Quicken Loans, LLC formerly known as (FKA) Quicken Loans Inc.

Court claim no. (if known): 3 amended 3-2

Last 4 digits of any number you use to identify the debtor's account:

8648

Date of payment change:

Must be at least 21 days after date of this notice 07/01/2020

New total payment:

Principal, interest, and escrow, if any \$ Forbearance

Part 1: Escrow Account Payment Adjustment

1. Will there be a change in the debtor's escrow account payment?

- ☒ No
☐ Yes.

Attach a copy of the escrow account statement prepared in a form consistent with applicable nonbankruptcy law. Describe the basis for the change. If a statement is not attached, explain why: _____

Current escrow payment: \$ _____ New escrow payment: \$ _____

Part 2: Mortgage Payment Adjustment

2. Will the debtor's principal and interest payment change based on an adjustment to the interest rate on the debtor's variable-rate account?

- ☒ No
☐ Yes.

Attach a copy of the rate change notice prepared in a form consistent with applicable nonbankruptcy law. If a notice is not attached, explain why: _____

Current interest rate _____% New interest rate: _____%

Current principal and interest payment: \$ _____ New principal and interest payment: \$ _____

Part 3: Other Payment Change

3. Will there be a change in the debtor's mortgage payment for a reason not listed above?

- ☐ No
☒ Yes.

Attach a copy of any documents describing the basis for the change, such as a repayment plan or loan modification agreement. (Court approval may be required before the payment change can take effect.)

Reason for change: Temporary forbearance from July 1, 2020 through September 30, 2020. Please see attached Notice of Temporary Forbearance.

Current mortgage payment: \$ 1,367.67 New mortgage payment: \$ Forbearance

Debtor 1

Joshua P. Wark
First Name Middle Name

Last Name

Case number (if known) 18-14391-mdc

Part 4: Sign Here

The person completing this Notice must sign it. Sign and print your name and your title, if any, and state your address and telephone number.

Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief:

/s/Daniel P. Jones
Signature

Date July 30, 2020

Print: Daniel P. Jones, Bar ID# 321876
First Name Middle Name Last Name

Title: Attorney for Creditor

Company Stern & Eisenberg, P.C.

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